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REALTOR®

DISTRICT - MARYLAND REALTY, INC.
REALTORS
5518 CONNECTICUT AVE., N. W.
WASHINGTON, D. C. 20015
PHONE: 362-9030

SALES
RENTS
LOANS
INSURANCE

THIS LEASE, made this 10th day of November, 19 77, by and between Mae McCarthy(Mrs James T.), hereinafter called the Lessor and John V. O'Neill, hereinafter called the Lessee,

1. WITNESSETH that, in consideration of the rent herein reserved, and of the covenants herein contained, the Lessor hereby lets to the Lessee, and the Lessee hereby leases premises known as No. 3765 Nothampton Street, N.W., Washington, D.C. 20015 for the term of One(1)Year, commencing on the 1st day of December, 19 77, and ending on the 30th day of November, 19 78, at and for the rental of ~~Xxxxxx~~ Ninety-six Hundred and No/100* * * * * * * * * * * Dollars ($ 9,600.00) for the term, payable to District-Maryland Realty, Inc., at its office in Washington, D. C., in equal monthly installments of Eight Hundred and No/100 Dollars, ($ 800.00) in advance and without any deductions or demand, the first payment to be made on the signing of this agreement as rent in advance for the month beginning on the 1st day of November, 19 77, and a like sum to be paid on the First day of each and every month thereafter during said tenancy as rent in advance for the next ensuing month.

SERVICE CHARGES. Lessor shall have the right to require rent payments to be made in cash, or money order, cashier's check and/or certified check. A service charge of $5.00 will be automatically made for each instance in which a check is returned unpaid by the Lessee's bank for any reason. A late charge of 5% of the amount of rent due for the monthly rental period shall be assessed for any payment delinquent ten (10) days after due date.

2. The Lessee covenants as follows: that (s)he will take and hold said demised premises as a tenant for said term at said rental, payable as aforesaid; that (s)he will, during the tenancy hereby created, pay all water, sewer service, refuse, gas, electric and phone bills as the same become due and payable; that (s)he will not assign this lease or sublet, or transfer possession of said demised premises or any part thereof, without the prior written consent of said Lessor; that (s)he will not use or permit said premises to be used for any unlawful extrahazardous or dangerous purpose, nor for any purpose other than that of a private residence, nor do anything to increase the rate of fire insurance beyond that of an ordinary risk, nor make any alteration in or changes to the demised premises; nor paper, paint or decorate; nor install, attach, remove, or exchange appliances or equipment, such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor change the existing locks of the premises, without the prior written permission of the Lessor or his (her) Agent; but will keep said demised premises clean and in the same good and sanitary condition in which they are now admitted to be: that all repairs to said premises rendered necessary by the negligence or the acts of commission or omission of the Lessee, his (her) servants or agents, shall be paid for by the Lessee; that (s)he will permit the Lessor or his (her) Agent to place a sale or rent sign on said premises during the last 30 days of his (her) tenancy and will show same at reasonable hours and by appointment.

3. That the Lessor, his (her) agents and representatives, shall have the right to enter said premises at reasonable times for the purpose of protecting said property, for the prevention of damage or injury to the same or for the purpose of inspection, but the Lessor shall not be liable for any loss or damage to the person and personal property of the Lessee, or of any persons using the demised premises arising from any cause in or about the demised premises; that at the termination or expiration of the tenancy hereby created, the Lessee shall surrender the demised premises in good order and condition, ordinary wear and tear, damage by fire, act of God, or the public enemy excepted.

4. Provided always, that if the Lessee shall fail to pay the rent in advance as aforesaid, or shall violate any of the covenants, conditions or agreements herein contained, then and in any such event, this lease, at the option of the Lessor, shall cease and determine and operate as a notice to quit, any other notice to quit being hereby expressly waived, and the Lessor, at his (her) option, may recover possession of said demised premises under and by virtue of the provisions of the Code of Law for the District of Columbia, to regulate proceedings between landlord and tenant; but no waiver of a breach of any covenant, condition or agreement herein contained shall be construed to be a waiver of the covenant itself, or of any subsequent breach thereof, or affect the validity of this agreement; and in the event of a breach by the Lessee of any provisions hereof, and the recovery of possession of the demised premisces by the Lessor, by process of law or otherwise, the Lessee shall be and remain liable for the payment of rent for the unexpired term of this lease and for any deficiency, damage, attorney's fee plus court costs and/or commission of any rental agency for collecting said rental, and the Lessor shall have the right to rent the premises at the risk of the Lessee, or the Lssor may terminate this agreement without notice; that if under the provisions of this agreement a summons shall be served, and a compromise, part payment, or settlement shall be made thereupon or thereafter, it shall not constitute a waiver of any covenant herein contained or of this agreement.

5. It is further agreed that for and during the term of this lease, and any renewal or extension thereof, or during the occupancy of the demised premises by the Lessee or his (her) sub-tenant or assignee, whether through a new lease or otherwise, District-Maryland Realty, Inc. is hereby constituted and appointed the agent of the Lessor, his (her) heirs, legal representatives and assigns, with reference to the demised premises, and shall be paid as compensation for its services a sum equal to 90% 1st No., 7% Thereafter of all rental paid for the demised premises. It is further agreed that this agreement with all its provisions and covenants shall continue in force from term to term after the expiration of the term above mentioned, provided, however, that the parties hereto, or either of them, can terminate the same at the end of the term above mentioned, or of any time thereafter, by giving at least thirty days' written notice prior to a rent date. It is further agreed by the Lessor and District-Maryland Realty, Inc. that in the event the Lessor does not list the demised premises for rental at the end of this lease, or an extension thereof as above provided, but desires to sell the demised property instead of leasing it, the said District-Maryland Realty, Inc. will act as exclusive agent for the sale of the property covered by this lease at such price as is mutually agreed upon by the Lessor and District-Maryland Realty, Inc. Lessor may terminate this exclusive agency by thirty days' advance notice sent to District-Maryland Realty, Inc.

6. In the event that he premises hereby demised are leased furnished, it is agreed by and between the parties hereto and the agent, District-Maryland Realty, Inc., that there is no liability, legal or otherwise, imposed upon the said District-Maryland Realty, Inc., for any loss of, or damage to, any of the furniture, fixtures, silver, china, rugs, paintings, or other household effects, owned by the Lessor and contained in said premises. Should there be any loss of or damage to said furniture and household effects caused by virtue of the execution of this Lease, the claim of the Lessor for such loss or damage shall be enforceable only against the Lessee, his agent, assignee or sub-tenant.

8. If house is equipped with an oil burner, Lessee agrees to purchase a burner service contract providing for cleaning furnace and burner from an oil company approved by the agent or owner. At current prices, Lessee will pay for any oil in the tank on the beginning date of this lease, cost of same to be part of first month's rent. If there is no incoming tenant, Lessor will reimburse tenant for oil left in the tank when tenant vacates.

9. Lessee further agrees to maintain floors (specifically, keep floors waxed), and grounds and shrubbery in proper condition. If there is a bath shower, Lessee agrees to keep space between tub and tile cauked to prevent water leaking onto ceiling below, any resultant damage to plaster and paint, and all damage caused by water pipes bursting from failure to turn off water in cold weather, stoppage of water closets and drains, other than stoppage caused by root growth or rust, shall be repaired at Lessee's expense.

10. The Lessor or Agent shall not be liable for any damage or injury sustained by the Lessee, his property, or occupants of the property hereby leased. The Lessor or Agent shall not be liable for the presence or extermination of bugs, vermin or insects, if any, nor shall their presence in any way affect this lease unless Lessee reports infestation within one week of his occupancy, in which case Lessor authorizes Agent to employ exterminators and deduct cost from rent. The Lessor shall not be liable for any failure or contamination nor volume of water supply, sewer or septic system, or gas, electric current, heat or hot water or any other condition or accident arising out of any cause or causes outside of the control of the Lessor, but shall use due diligence in bringing about the restoration of such water supply, sewer or septic system, or gas or electric current or the elimination of such condition in such event, except insofar as failure or infestation be caused by Lessee, his family, servants, possessions, etc., under which circumstances Lessee shall effect repairs, or eliminate pests. The Lessor shall not be liable for loss or damage to any property located on the premises caused by rain, snow, water or steam that may leak into or flow into any part of said premises from plumbing, outside sources, or from any other sources. Lessee will, upon termination of this lease, surrender the premises and all fixtures and equipment of Lessor therein in good, clean and operating condition, ordinary wear and tear excepted. Lessee shall at time of vacating the premises, clean said premises including stove and refrigerator and remove trash from the premises. If such cleaning and removal of trash is not accomplished by the Lessee, action deemed necessary by the Lessor to accomplish same shall be taken by the Lessor at the Lessee's expense. Upon vacating the premises Tenant shall deliver all keys thereto to the Lessor within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Lessee for changing locks.

11. It is also understood and agreed that the Lessee, upon signing this lease, shall deposit with District-Maryland Realty, Inc. an extra month's rent which will apply as a Damage Deposit to be applied toward cost of any damage to premises as a result of Lessee's occupancy and/or for payment of or guarantee of repair of damage or breakage and cleaning and care of grounds; or municipal service bills unpaid at termination of Lessee's occupancy which constitute a lien against he premises. (If Lessor imposes a security deposit, he shall upon written request promptly provide Lessee with a written list of all existing damages. Request must be made within 15 days of Lessee's occupancy.)

12. If on the date of this lease another person is occupying the premises and Lessor is unable to deliver possession on or before the commencement of the term of this lease, Lessee's right of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth of a monthly installment for each day that possession is postponed.

13. Lessee shall not keep pets on premises without written permission from Lessor or Agent. If written permission is granted, the Lessee agrees to pay the cost of having the house de-fleaed and de-ticked by a professional exterminator at the termination of occupancy.

14. The Lessee has authorized the Agent to order and obtain a Consumer Report (Credit Report) from a Consumer Reporting Agency to be used in connection with the execution of this lease. The Lessee hereby also authorizes the Agent to disclose to the Lessor or any other party directly involved the credit information provided to the Agent by such Consumer Reporting Agency or by the Lessee.

15. The premises will be solely used for the purpose of Private Residence and be occupied by no more than ..... persons, including children. Lessee will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances.

16. It is agreed and understood that the Clotheswasher and Clothesdryer are luxury items left for the Convenience of the Lessee; and all repairs to said items will be at Lessees expense, said items being in good working order at time of occupancy.

17. Lessor hereby grants Lessee an option to renew this lease for a 2nd year on the same terms, provided Lessee gives Lessor written notice Sixty(60)Days before end of first year.

18. It is hereby further understood that Lessee is using said premises for group house known as Oxford House, Inc.; and should such occupancy violate D.C. Government Housing Regulations or any D.C. Statute, and Oxford House, Inc. be forced to vacate these premises because of such violation, then this lease shall become null and void, and Lessee shall be obligated to give Thirty(30)Days written notice of date of vacancy and rent shall be paid to end of such notice period.

This agreement contains the entire and final agreement between the parties hereto and neither shall be bound by any promise, representation, statement or condition heretofore or hereafter made unless incorporated herein in writing.

IN WITNESS WHEREOF, on the day and year first hereinbefore written, the parties hereto have hereunto affixed their hands and seals.

DISTRICT-MARYLAND REALTY, INC.

By ..... *Authorized Agent.*

..... (SEAL)
Lessee

..... (SEAL)
Lessor

JUST A REMINDER: Lessees (tenants) often overlook the need for proper personal property and liability insurance. The owner's insurance coverage does not protect the Lessee.